# SUPREME COURT PENDING CASES

***The following appeals are fully briefed and eligible for assignment by the Supreme Court in the near future.***

STEVEN L. VERA et al. *v.* LIBERTY MUTUAL FIRE INS. CO., SC 20178
*United States District Court, District of Connecticut*

**Federal Certification; Insurance; What Constitutes "Substantial Impairment of Structural Integrity" for Purposes of Applying "Collapse" Coverage Provision of Homeowner's Insurance Policy.** The plaintiffs, who were issued a homeowner's insurance policy by the defendant, are among a group of homeowners in northeastern Connecticut who have observed cracking in their basement walls due to the presence of the mineral pyrrhotite in the concrete that was used in the construction of their house. The plaintiffs' policy covered losses due to the "collapse of a building or any part of a building caused by . . . [h]idden decay [or] [u]se of defective material or methods in construction . . . . Collapse does not include settling, cracking, shrinking, bulging or expansion . . . ." The plaintiffs contacted an engineer, who confirmed that there was abnormal cracking in their basement walls and drafted a report stating that it was impossible to predict how quickly the foundation would deteriorate to the point that it is structurally dangerous. The engineer also found that there was no way to arrest the process and no way to repair the existing damage without completely replacing the basement walls. The plaintiffs filed a claim pursuant to the "collapse" provision of their homeowner's insurance policy. The defendant's engineers inspected the plaintiffs' basement walls and concluded that the present state of the cracking in the walls did not amount to a "substantial impairment to the structural integrity" of the plaintiff's home, that the walls were adequately supporting the structure and that there was no concern of imminent collapse. The defendant denied coverage on the ground that the policy did not afford coverage for "cracking to the foundation due to faulty, inadequate or defective materials along with settling." The plaintiffs brought this action in the Superior Court, claiming breach of the insurance policy, and the defendant removed the case to the United States District Court for the District of Connecticut. The District Court first determined that "collapse" was defined as a "substantial impairment of structural integrity" pursuant to the Connecticut Supreme Court's decision in *Beach* v. *Middlesex Mutual Assurance Co.*, 205 Conn. 246 (1987). After noting that the definition of collapse in *Beach* has not been elaborated on by any subsequent case law, the District Court certified the following question for review by the

Supreme Court pursuant to General Statutes § 51-199b: What constitutes a "substantial impairment of structural integrity" for purposes of applying the "collapse" provision in the plaintiffs' homeowner's insurance policy?

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TIMOTHY GRIFFIN *v.* COMMISSIONER OF CORRECTION, SC 20179
*Judicial District of Tolland at G.A. 19*

**Habeas; Juvenile Sentencing; Whether, in Light of Legislation Increasing Age for Transfer of Child Charged with Felony to Regular Criminal Docket, Petitioner's Sentence of Forty Years for Crimes Committed When he was Fourteen Violates State Constitutional Prohibition Against Cruel and Unusual Punishment.** The petitioner was fourteen years old in 1997 when he was charged with felony murder and conspiracy to commit robbery in connection with the killing of a grocery store owner during a robbery. Pursuant to the juvenile transfer statute, General Statutes (Rev. to 1997) § 46b-127 (a) (1), because the petitioner was charged with committing a capital felony after attaining the age of fourteen, his case was automatically transferred from the juvenile docket to the regular criminal docket. The petitioner pleaded guilty to the charges, and the court sentenced him to forty years imprisonment. In 2015, the legislature amended § 46b-127 (a) (1), increasing the age of a juvenile whose case is subject to an automatic transfer by one year, to fifteen years old. The petitioner brought this habeas action, claiming that his forty-year sentence was excessive and disproportionate, and that, in light of the subsequent amendment of § 46b-127 (a) (1), it constituted cruel and unusual punishment as proscribed by article first, §§ 8 and 9 of the Connecticut constitution. The habeas court rejected the petitioner's claim and granted summary judgment in favor of the respondent. The habeas court noted that, in *State* v. *Nathaniel S.*, 233 Conn. 290 (2016), the Supreme Court held that the amendments to the juvenile transfer statute apply retroactively only to pending cases and not to cases that have already proceeded to a final judgment. The petitioner appeals from the judgment in favor of the respondent. He notes that, in *State* v. *Santiago*, 318 Conn. 1 (2015), the Supreme Court held that Connecticut's death penalty no longer serves a legitimate penological purpose and that it violates the state constitutional prohibition against cruel and unusual punishment in that it no longer comports with the state's contemporary standards of decency. The petitioner argues that, similarly, sentencing a fourteen-year-old juvenile offender to decades in prison serves no legitimate penological goal and that it

constitutes cruel and unusual punishment under the state constitution in that such a sentence does not comport with the contemporary standards of decency in Connecticut that the Supreme Court recognized in *Santiago*.

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*The summaries appearing here are not intended to represent a comprehensive statement of the facts of the case, nor an exhaustive inventory of issues raised on appeal. These summaries are prepared by the Staff Attorneys' Office for the convenience of the bar. They in no way indicate the Supreme Court's view of the factual or legal aspects of the appeal.*

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